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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

RICKY COCHRAN, ALAIN BERREBI, and
JARAMEY STOBBE, individually and on
behalf of all others similarly situated,

Plaintiffs,

v.

THE KROGER CO. and ACCELLION, INC.,

Defendants.

Case No. 5:21-cv-01887-EJD

Hon. Edward J. Davila

**STIPULATION AND AMENDMENT
TO CLASS ACTION SETTLEMENT
AGREEMENT AND RELEASE**

**STIPULATION AND AMENDMENT TO
CLASS ACTION SETTLEMENT AGREEMENT AND RELEASE**

This Amendment to the Class Action Settlement Agreement and Release, dated July 2, 2021, is made and entered into by and among the Class Representatives,¹ for themselves individually and on behalf of the Settlement Class, and Defendant The Kroger Co. The Parties, by and through their respective counsel, hereby stipulate and agree to amend the Class Action Settlement Agreement and Release (“Settlement Agreement”) filed in this Action on June 30, 2021 (ECF No. 32), as set forth herein.

Pursuant to Paragraph 93 of the Settlement Agreement, the Parties agree to amend Paragraph 44 of the Settlement Agreement by deleting it in its entirety and replacing it with the following corrected paragraph:

44. “*Settlement Class*” means all residents of the United States who were notified by The Kroger Co. that their PII was compromised as a result of the FTA Data Breach. Excluded from the Settlement Class are: (1) the Judges presiding over the Action, and members of their families; (2) the Defendant Kroger, their subsidiaries, parent companies, successors, predecessors, any entity in which the Defendant Kroger or their parents have a controlling interest, and their current or former officers and directors; (3) Persons who properly execute and submit a Request for Exclusion prior to the expiration of the Opt-Out Period; and (4) the successors or assigns of any such excluded Persons.

With respect to the documents attached as Exhibits B, C, and D to the Settlement Agreement, the correction noted above will be reflected in the final versions of those exhibits upon approval from the Court.

¹ Except as otherwise specified, capitalized words and terms herein shall have the meanings ascribed in Paragraph IV.A. of the Settlement Agreement entitled “Definitions.”

1 **IN WITNESS WHEREOF**, each of the Parties hereto has caused this Amendment to be
2 executed on its behalf by its duly authorized counsel of record, all as of the day set forth below:

3
4 Dated: July 2, 2021

AHDOOT & WOLFSON, PC

5 By: 
6 Tina Wolfson

7
8 Dated: July 2, 2021

BARNOW AND ASSOCIATES, P.C.

9 By: 
10 Ben Barnow

11
12 Dated: July 2, 2021

SIDLEY AUSTIN, LLP

13
14 By: 
15 Amy P. Lally